



*Embassy of the United States of America*

Riyadh, Saudi Arabia  
August 23, 2015

To: Prospective Bidders

Subject: Request for proposal number ***SSA70015R0006 Transportation Services for the Female and Disabled Locally Employed Staff Members of the Embassy of the United States of America in Riyadh Saudi Arabia.***

Enclosed is a Request for Proposal (RFP) for ***Transportation Services for the Female and Disabled Locally Employed Staff Members of the Embassy of the United States of America in Riyadh, Saudi Arabia.*** If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The Embassy intends to conduct pre-proposal conference for the requested services. The pre-proposal conference will be held on **Tuesday, September 8, 2015, 1100 Hrs.**

Offerors intending to participate in the pre-proposal conference shall be required to submit the names of those company representatives attending, to the Contracting Office, U.S. Embassy, Riyadh, by fax or email no later than **COB 1700 Hrs. on Thursday, September 3, 2015.**

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" ***For Transportation Services for the Female Locally Employed Staff Members of the Embassy of the United States of America in Riyadh, Saudi Arabia*** on or before **1700 hours Thursday, October 8, 2015.** No proposal will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Block 23
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation either by fax: 011-488-7939 or by email to **RiyadhContracting@state.gov** on or before **1700 hours Tuesday, September 15, 2015.**

Sincerely,

James E. Barclay  
Contracting Officer



# **SOLICITATION DOCUMENT**



**Embassy of the United States of America,  
Riyadh, Saudi Arabia  
Contracting and Procurement Office  
Transportation Services for the Female and  
Disabled Locally Employed Staff Members of the  
United States Embassy in Riyadh, Saudi Arabia**

**SOLICITATION No. SSA70015R0006**

**Embassy of the United States of America  
P.O. Box 94309  
Riyadh 11693, Saudi Arabia**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 3 OF 61	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SSA70015R0006	
7. FOR SOLICITATION INFORMATION CALL		a. NAME  James E. Barclay, Contracting Officer				b. TELEPHONE NUMBER (No collect calls) +966-11-488-3800	
9. ISSUED BY Contracting Officer Embassy of the United States of America Diplomatic Quarter, Riyadh, Saudi Arabia  Tel: 01-488-3800 Fax: 01-488-7939 Email: <a href="mailto:Riyadhcontracting@state.gov">Riyadhcontracting@state.gov</a>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 485410 SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO U.S. Embassy, Riyadh, Saudi Arabia				16. ADMINISTERED BY Same as block # 9, above			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Financial Management Center Embassy of the United States of America, Riyadh, Saudi Arabia	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		The Contractor shall provide pick up and drop off services for the Female and Disabled Locally Employed Staff Members of the Embassy of the United States of America from home-to- office and office-to-home who begins or end their work between the hours of 07:00 am and 07:00 pm.  <b>Period of Performance:</b> The contract will be for the period of five (5) years (base year plus four (4) option years). (Use Reverse and/or Attach Additional Sheets as Necessary)		12		Months	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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## **SECTION 1 - THE SCHEDULE**

### **CONTINUATION TO SF-1449 RFQ NUMBER SSA70015R0006 PRICES BLOCK 23**

#### **1.0 SCOPE OF SERVICES.**

1.1 Scope. The Contractor shall provide pick up and drop off services to the Female and Disabled Locally Employed Staff Members of the Embassy of the United States of America in Riyadh, Saudi Arabia in accordance with the Statement of Work in this contract.

1.2 Period of Performance. This contract shall include one base year and four (4) option years. Total period of performance under this contract is five (5) years.

1.3 Notice to Proceed. After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

#### **1.4 Definitions.**

Eight-seat passenger van – Van with a capacity to transport up to 8 passengers

Round-trip – Consists of one eight-seat passenger van picking up all employees on the scheduled route at the home and dropping them off at the Embassy, then at the end of the day, picking them up at the Embassy and returning them to the home for that route. A passenger van can have more than one round-trip per day if it is used for more than one round-trip route.

Route – Designated itinerary of a passenger van to pick-up one or more employees at their home and dropping them off at their designated home.

Run – Transportation for the employees from the home to the Embassy one half of a round-trip.

Unauthorized Passengers – Unauthorized passengers are not permitted on the van. This includes children, spouses, relatives, employees, friends or others who are not U.S. Embassy employees. This also includes transferring employees from van to van without the knowledge of the dispatchers or the director. Employees requesting a ride on the van must receive advance approval from Noor J. Abdulle (COR)

## 2.0 TYPE OF CONTRACT

### 2.1 Standard Services

The contract type shall be a firm-fixed price contract type for standard services, billed per number of van round-trips, as further defined in paragraph 1.4 above. Estimated dates of service are set forth in Attachment 1.

### 2.2 Additional/Emergency Services

This portion of the contract shall be an indefinite-delivery indefinite-quantity type contract, billed at firm-fixed price rates, for additional/emergency services. These are services for additional van runs, to or from the Embassy identified in this contract.

## 3.0 PRICING

### 3.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

3.2 Standard Services. The monthly price for Standard Services shall include all direct and indirect costs for equipment and labor, including but not limited to: labor and overtime for employees, benefits, all social insurance to include any severance liabilities required by law, licenses, communication equipment and its expenses (radio or cell phones), vehicles, vehicles maintenance & repair, all operating costs associated with the services, fuel, and profit.

3.3 Additional/Emergency Services. The price for additional/emergency services shall include all direct and indirect costs and profit.

3.4. BASE YEAR - This base period of performance shall commence on date specified in Notice to Proceed” and continue for a period of twelve (12) months. See paragraph 1.2 above.

The Contractor shall provide 9 vans to transport Embassy Locally Employed F female and disabled staffs from home to office and office to home on regular working days.

#### 4.0 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of **One (01) eight-seat passenger van per regularly scheduled work day**. This reflects the contract minimum for this period of performance. The quantity of all orders shall not exceed **twelve (12) eight-seat passenger van per regularly scheduled work day**. This reflects the contract maximum for this period of performance.”

#### 5.0 PRICING

##### Standard Services

##### Base Year Prices:

Monthly Rate Per Van/Shuttle (SAR)	Estimated* Number of Van/Shuttle /Month	=	Total Estimated Monthly Price (SAR)
	9		

NOTE: The Contractor will submit price per vehicle/shuttle per month.

A. Total price for base year: \_\_\_\_\_ X 12 : SAR \_\_\_\_\_  
Monthly price

##### Additional/Emergency Services

The Contractor shall provide up to three (3) passenger vans upon request of the CO. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the van from his facility to the pick-up point for the employees.

Each Additional Run (SAR)	X	Estimated Number of Runs	=	Total Estimated Price (SAR)

B. Additional/Emergency Services: \_\_\_\_\_ X 3: SAR \_\_\_\_\_  
Monthly price

TOAL BASE YEAR (A + B): SAR: \_\_\_\_\_

First Option Year Price:

Option Term: Twelve (12) Months

Monthly Rate Per Van/Shuttle (SAR)	Estimated* Number of Van/Shuttle /Month	=	Total Estimated Monthly Price (SAR)
	9		

NOTE: The Contractor will submit price per vehicle/shuttle per month.

C. Total price for first option year: \_\_\_\_\_ X 12 : SAR \_\_\_\_\_  
Monthly price

Additional/Emergency Services

The Contractor shall provide up to three (3) passenger vans upon request of the CO. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the van from his facility to the pick-up point for the employees.

Each Additional Run (SAR)	X	Estimated Number of Runs	=	Total Estimated Price (SAR)

D. Additional/Emergency Services: \_\_\_\_\_ X 3: SAR \_\_\_\_\_  
Monthly price

TOAL FIRST OPTION YEAR (C + D): SAR: \_\_\_\_\_

Second Option Year Price:

Option Term: Twelve (12) Months

Monthly Rate Per Van/Shuttle (SAR)	Estimated* Number of Van/Shuttle /Month	=	Total Estimated Monthly Price (SAR)
	9		

NOTE: The Contractor will submit price per vehicle/shuttle per month.

E. Total price for second option year: \_\_\_\_\_ X 12 : SAR \_\_\_\_\_  
Monthly price

Additional/Emergency Services

The Contractor shall provide up to three (3) passenger vans upon request of the CO. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the van from his facility to the pick-up point for the employees.



Each Additional Run (SAR)	X	Estimated Number of Runs	=	Total Estimated Price (SAR)

F. Additional/Emergency Services: \_\_\_\_\_ X 3: SAR \_\_\_\_\_  
Monthly price

TOAL SECOND OPTION YEAR (E+F) SAR: \_\_\_\_\_

Third Option Year Price:

Option Term: Twelve (12) Months

Monthly Rate Per Van/Shuttle (SAR)	Estimated* Number of Van/Shuttle /Month	=	Total Estimated Monthly Price (SAR)
	9		

NOTE: The Contractor will submit price per vehicle/shuttle per month.

G. Total price for third option year: \_\_\_\_\_ X 12 : SAR \_\_\_\_\_  
Monthly price

Additional/Emergency Services

The Contractor shall provide up to three (3) passenger vans upon request of the CO. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the van from his facility to the pick-up point for the employees.

Each Additional Run (SAR)	X	Estimated Number of Runs	=	Total Estimated Price (SAR)

H. Additional/Emergency Services: \_\_\_\_\_ X 3: SAR \_\_\_\_\_  
Monthly price

TOAL THIRD OPTION YEAR (G + H): SAR: \_\_\_\_\_

**Fourth Option Year Price:**

Option Term: Twelve (12) Months

Monthly Rate Per Van/Shuttle (SAR)	Estimated* Number of Van/Shuttle /Month	=	Total Estimated Monthly Price (SAR)
	9		

NOTE: The Contractor will submit price per vehicle/shuttle per month.

I. Total price for fourth option year: \_\_\_\_\_ X 12 : SAR \_\_\_\_\_  
Monthly price

Additional/Emergency Services

The Contractor shall provide up to three (3) passenger vans upon request of the CO. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the van from his facility to the pick-up point for the employees.

Each Additional Run (SAR)	X	Estimated Number of Runs	=	Total Estimated Price (SAR)

J. Additional/Emergency Services: \_\_\_\_\_ X 3: SAR \_\_\_\_\_  
Monthly price

TOAL FOURTH OPTION YEAR (I + J): SAR \_\_\_\_\_

Base Year Total Price: SAR \_\_\_\_\_

1<sup>st</sup> Option Year Total Price SAR \_\_\_\_\_

2<sup>nd</sup> Option Year Total Price SAR \_\_\_\_\_

3<sup>rd</sup> Option Year Total Price SAR \_\_\_\_\_

4<sup>th</sup> Option Year Total Price SAR \_\_\_\_\_

Grand Total: SAR \_\_\_\_\_

\*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

CONTINUATION TO SF-1449,  
RFQ NUMBER **SSA70015R0006**  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**A. Services**

1. Background: The United States Government operates a shuttle service for female employees and those with disabilities to travel between their residences and the Embassy of the United States in Riyadh, Saudi Arabia.

2. Scope of Contract. The Contractor shall provide roundtrip transportation services on official work days (Sunday-Thursday) for Locally Employed Staff members of the Embassy of the United States of America in Riyadh, Saudi Arabia. The Contractor shall provide vehicles and management for a home-to-office and office-to-home shuttle service for female and disabled staff members who begin or end their work between the hours of 07:00am and 07:00pm. The schedule will change during the year to accommodate religious holidays.

3. General Requirements. The Contractor shall provide the transportation services for Embassy official working days (Sunday through Thursday), five (05) days per week, except holidays and other days specifically designated by the Embassy.

Attachment 1: Combined List of Holidays

Attachment 2: Female Employees Home Route

Attachment 3: General Orders

4. Funding/Ordering. The Contracting Officer has the sole authority to issue orders for additional/emergency services to be performed under this contract. With few exceptions, the Contracting Officer will order these services by issuance of a written task order. If time does not permit, the Contracting Officer may issue an oral order, to be confirmed by a written order within 48 hours.

The contract minimum for these additional/emergency services shall be period of three (3) months of standard services. The contract maximum period of performance shall be five (5) years (base plus four options years).

The Contracting Officer's Representative (COR) issues instructions to the Contractor pertaining to specific dates, times, etc. for transportation services, as needed. Instructions may be issued orally or in writing.

5. Estimated Level of Services. The Contractor shall provide vehicles with adequate seating per day, for transporting employees between pick up/drop off points close to their homes and the U.S. Embassy.

6. Scheduled Embassy Employees Transportation Services.

(a) Service shall be provided in accordance with the routes and schedules specified in Attachments 1, 2 and 3. Vehicles shall not depart the designated stops earlier than scheduled departure time or not later than five (5) minutes after the scheduled departure time. No services shall be required on Embassy holidays, or when Embassy is closed due to inclement weather or for any other reason as determined by the Embassy.

(b) The Contractor shall comply with appropriate station instructions regarding pick up and drop services of female and disabled locally employed staff members, as specified in Attachment 1.

(c) Should the Embassy close early due to administrative decision, inclement weather or any other reason, the Contractor shall ensure employees are picked up within one hour after the decision has been announced that the Embassy will close.

(d) The Contracting Officer's Representative (COR) has the sole authority to cancel any transportation run after the decision has been announced that the Embassy will close. If the Contractor believes a transportation run should not occur, the COR must be contacted for final decision.

(e) Vehicle operators shall not transport unauthorized passengers, unless this is approved in advance by the CO.

**B. Vehicle Requirements: Types, Capabilities, & Quantities**

(1) Vehicles. The Contractor shall provide a sufficient number of eight passenger vans to provide uninterrupted service under this contract and to furnish replacement vehicles, which shall meet all requirements under the contract. The Contractor may substitute an eight-seat van for a full-sized car depending on number of employees for a specific route. Vehicles provided by the Contractor shall be no older than five (5) years of age.

Vehicles must meet the standards required by local and host country laws and regulations, and meet the safety inspection requirements. All vehicles must pass periodic inspections by Embassy mechanics and must also carry an *annual certification from the Motor Vehicle Periodical Inspection (MVPI)*. If any vehicle is determined to be unsafe or unsatisfactory, its use is prohibited until such unsafe or unsatisfactory conditions have been corrected. In such event, the Contractor must provide a safe and satisfactory replacement vehicle to maintain the schedule.

(a) Vehicles, which, for any reason, do not meet minimum requirements specified, shall be replaced immediately so that service will not be delayed or interrupted.

(b) Maintenance Schedule: the Contractor shall maintain all vehicle equipment (vehicle, safety and security) in good working order. The vehicle shall arrive clean,



fully topped off (i.e. gasoline, oil, brake fluids, window washer fluids, etc.), and all lights (head, parking, and back-up) shall be functional. The Contractor shall develop a checklist for daily and weekly maintenance inspections of the vehicles using the following criteria:

(i) Daily Preventive Maintenance Schedule includes the following

- License Plates, Forms (including accident report template)
- Lights, signals, windshield wipers, horn
- Tools and safety equipment
- Clean Vehicle
- Engine Oil Level
- Radiator coolant level and hoses
- Tire condition, and tread wear
- Battery fluid level
- Power steering fluid level, hoses, and lines
- Automatic transmission fluid level
- Gauges and indicator lights
- Fuel Level

(ii) Weekly Preventive Maintenance Schedule includes the following:

- Tension and condition of drive belts
- Brake master cylinder fluid level
- Tighten battery brackets and cables; clean and grease corroded terminals
- Engine compartment and surface

Note: The Contractor shall keep maintenance checklists in their files for one year. The operator of a vehicle shall present the completed checklist immediately upon the request of the COR or Contracting Officer.

(c) Every 6,000 kilometers or four months, whichever comes first: the Contractor shall conduct complete servicing, including, but not limited to changing fluids, checking the brakes and lights, inspecting the exhaust system for leaks, examining all safety and security equipment to ensure operability.

(d) Safety/Security Requirements: Each vehicle shall have:

- Individual permanent seats and lap belts for each passenger
- Working environmental controls (air conditioning/heating)
- Emergency exit
- First aid kit
- Fire Extinguisher
- Triangle Reflector Kit
- All emergency road and safety equipment required by Saudi Arabian Traffic law.

(e) **Inspection:** The Contractor agrees to submit vehicles, as requested, for periodic unannounced spot checks by Embassy mechanics.

(2) **Communication Equipment**

The Contractor shall furnish communication equipment, cell phones or radios, to all vehicle operators, in order to be in contact with the operator at all times and keep the COR informed on any incidents which might happen during the trips. Cell phones and radios will only be used in a safe manner (see section C. 12 below).

(3) **Tinting on Windows**

At the time of the contract award, the Contracting Officer will provide the contractor with a letter that sets forth permission from the host government for the vehicles to have tinting.

(4) **Replacement Vehicles**

The Contractor shall, in the event of an accident or failure of a vehicle, ensure the safety of all passengers. The Contractor shall immediately dispatch a replacement vehicle to the location of the stranded passengers and notify the COR and or designated POC of the incident and any actions taken. The Contractor shall be required to repair or replace the inoperative vehicle within 1 hour, beginning from the time the vehicle is first determined to be inoperable. If the Contractor fails to repair or replace the inoperative vehicle with a similar vehicle within 2 hours, the United States Government at its option may elect to secure a replacement vehicle from other sources, regardless of the reason that caused the downtime. The Contractor shall be assessed for any cost incurred by U.S. Government in securing replacement services.

**C. Vehicle Operators**

All operators shall meet the following qualifications.

(1) All operators shall be professional and meet all Kingdom of Saudi Arabia license requirements for operating a passenger vehicle, including a light driving license. Any such licenses shall be in the possession of the drivers when operating a vehicle under this contract. Any such licenses shall be available for inspection by the COR on request.

(2) Five years or more of driving experience with no major accidents. ("Major" accidents being defined as accidents resulting in bodily injuries or property damage in excess of \$1,000).

(3) A thorough knowledge of Riyadh streets and traffic patterns.

(4) All operators shall wear a distinctive nametag, emblem, or patch attached in a prominent place on an outer garment. Operators shall also display credentials in the vehicles identifying them as employees of the Contractor. When visiting Embassy property, the contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

(5) Physical Examinations. The valid evidence of a current annual physical examination of operators who are proposed to work under this contract, shall be provided to the COR not later than two weeks prior to the beginning of the option year one of the contract. It must show the proposed driver to be free from communicable diseases and physical defects, which could hinder him from performing his duties. This physical and certification shall meet all statutory requirements for licensing and operation of the type of vehicle driven.

(6) The operators are strictly prohibited from operating a vehicle while intoxicated. The Contractor guarantees that all operators are tested for drugs and alcohol use regularly. The Contractor shall immediately replace those operators who do not pass the test.

(7) Operators shall be trained in the use of the first aid kits that are installed in the vehicles.

(8) Operators must agree not to smoke, eat, or drink in the vehicle while transportation locally employed female and disabled staff members of the Embassy.

(9) Operators shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position.

(10) The contractor shall provide the Contracting Officer with the full name, date of birth, place of birth, Iqama number of any operators employed under this contractor. This information shall be submitted two weeks prior to start of a new operator.

(11) All operators will obey all traffic laws and operate the motor vehicle in a safe manner. The safety and well-being of the passengers is the priority. If any operator is discovered to be ignoring traffic laws, or operating the vehicle in an unsafe manner, that operator will be removed and replaced by a new qualified operator immediately upon the request made by the Contracting Officer's Representative.

(12) Operators shall not use cell phones for voice or text communications while operating the vehicle. If a call must be placed for emergency purposes, the operator will pull the vehicle over to a safe place, and ensure the vehicle is in park and the brake is set before using the phone.

(13) Operators shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, and possession of weapons) when visiting or working at Embassy facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Embassy of the United States of America. The Project Manager shall ensure Contractor employees understand and abide by Department of State established rules, regulations and policies concerning safety and security.

#### **D. Proof of Insurance**

The Contractor shall submit to the United States Government Contracting Officer's Representative (COR) and to the Contracting Officer with proof of insurance for damage to property of injury to persons prior to commencement of contract. Such insurance shall be in the amount of SAR 10,000,000 and shall be secured from an insurance company authorized by law to transact business in the Kingdom of Saudi Arabia.

#### **E. Removing Employees for Misconduct or Security Reasons**

The Embassy may, at its sole discretion (via the Contracting Officer), direct the Contractor to remove any Contractor employee from the contract for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

#### **F. Supervision**

The Contractor shall have a Project Manager who shall supervise the contractor's work force and be the point of contact for the U.S. Government regarding day-to-day operations. The Project Manager shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position. The Embassy requires that the Contractor guarantees a response within no more than one business day when an inquiry or change request is submitted by the Contracting Officer Representative (COR).

#### **G. Government Furnished Items**

The Embassy shall provide shuttle service cards that must be presented by the riders to show that they are authorized to use the shuttle service.

#### **H. Assumptions and Clarifications**

(1) Additional vans may be required from time to time and will be priced on a per day basis when needed.



(2) Pick up and drop off points will be approved by the Contracting Officer's Representative (COR) or designee. Contractor vehicles will generally stay on the main roads and streets when picking up or dropping off riders.

(3) The contractor will respond to any inquiry from the COR within 24 hours on the normal work-week schedule. If the manager, or point-of-contact for the contractor is absent, that person will notify the COR of who can be notified for questions/inquiries/complaints during his/her absence.

(4) Within ten (10) days of receiving the Notice to Proceed, Contractor shall provide the vehicles as described above, passenger vans per regularly scheduled work day for transporting Female Locally Employed Staff Members of the Embassy of United States of America between pick up/drop off points close to their homes and the US Embassy in accordance with Attachment A.

(5) The contract will be for a one base year period from the date of the contract award, with four (4) one-year option.

#### **I. SUBCONTRACTING SERVICES**

The Contractor shall not subcontract for any services under this contract.

#### **J. SECURITY**

The Contractor shall provide to the Contracting Officer's Representative (COR) not later than three weeks prior to the beginning of the contract, a list of all drivers who will perform under this contract and will also provide updated lists as necessary to the COR. The list will include data of approved primary and substitute drivers. The Contractor shall agree not to substitute drivers other than those listed. All drivers must pass the Embassy's background check. The list will include:

1. Name,
2. Date of birth, place of birth,
3. Passport number (if a driver is not of local country nationality),
4. Spouse name and date and place of birth,
5. Father and mother names, dates and places of birth (even if they are deceased).

#### **K. PERMITS**

Without additional cost to the United States Government, the Contractor shall obtain all permits, licenses, and appointments required for the execution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its quotation and shall provide any updates, as they become available, to the Contracting Officer. Application,

justification, fees, and certifications for any licensure required by the host government are entirely the responsibility of the offeror.

**L. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)**

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all transportation services for the Female and Disabled Locally Employed Staff Members of the Embassy set forth in the scope of work.	A thru F	All required services are performed and no more than two (2) customer complaints are received per month.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (MAY 2014), is incorporated by reference (see SF-1449, Block 27A)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2015).

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

☐ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#))).

☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

☐ (5) [Reserved].

☐ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).

- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- \_\_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2014) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Oct 2014) of [52.219-9](#).
- \_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages-Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).



\_\_X\_ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

\_\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

\_\_ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

\_\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).

\_\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

\_\_ (31) [52.222-37](#), Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

\_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (34) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-13](#).

\_\_ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).

\_\_ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

\_\_ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

\_\_ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_ (41) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_ (42)(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19](#)

[U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).

\_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).

\_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).

\_\_\_ (43) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

\_X\_ (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_\_ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (50) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_X\_ (51) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_\_ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).



\_\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212](#)).
- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (viii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#))
- (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi)
  - \_\_\_(A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).
  - \_\_\_(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (AUG 2013).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
- (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).



(xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clause(s) is/are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the

Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **one (01) eight-seat passenger van per regularly scheduled workday**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of than **twelve (12) eight-seat** Passenger vans
- (2) Any order for a combination of items in excess of **twelve (12) eight-seat** Passenger vans or
- (3) A series of orders from the same ordering office within less than two (02) days that together call for quantities exceeding the limitation in subparagraph (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within less than **two (02) days after issuance, with written notice** stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until



the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and **three (03)** copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice,

the invoice shall include all the items required by FAR 32.905(e).

Financial Management Center  
Embassy of United States of America Riyadh, Saudi Arabia  
P.O Box 94309  
Riyadh – 11693  
Kingdom of Saudi Arabia  
Tel: 011-488-3800 Ext. 4366, 4557

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:


652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE  
(APR 2004)

(a) The Department of State observes the following days\* as holidays:

New Year's Day,	Thursday, January 01, 2015
Martin Luther King's Birthday,	Sunday, January 18, 2015
Washington's Birthday,	Sunday, February 15, 2015
Memorial Day,	Sunday, May 24, 2015
Independence Day,	Sunday, July 5, 2015
*Eid-al-Fitr/Ramadan1436H,	Sunday-Thursday, July 19-23, 2015
Labor Day,	Sunday, September 6, 2015
*Eid-al-Adha/Hajj1436H,	Tuesday-Monday, September 22-28, 2015
*Saudi National Day,	Wednesday, September 23, 2015
Columbus Day,	Sunday, October 11, 2015
Veterans Day,	Wednesday, November 11, 2015
Thanksgiving Day,	Thursday, November 26, 2015
Christmas Day,	Thursday, December 24, 2015

\*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Friday or Saturday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. This is a firm-fixed price, and no equitable adjustable should be made.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Noor J. Abdulle, Motor Pool Supervisor.**

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott", and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) through (6) above:

- (1) Complying or agreeing to comply with requirements:
  - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
  - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
  - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and

regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### **SECTION 3 - SOLICITATION PROVISIONS**

**Instructions to Offeror.** Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference (see SF-1449, Block 27A)

#### **ADDENDUM TO 52.212-1**

#### **SUMMARY OF INSTRUCTIONS**

Each offer must consist of the following:

1. A completed solicitation in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
  - A. Name of a Project Manager who understands written and spoken English;
  - B. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
  - C. Company Brochure
  - D. Existing Client List
  - E. Financial statements from the last three (03) years
  - F. List of clients over the past three (03) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Saudi Arabia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
    - Quality of services provided under the contract;
    - Compliance with contract terms and conditions;
    - Effectiveness of management;
    - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
    - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- G. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- H. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- I. The offeror's strategic plan for the transportation of female and disabled locally employed staff members of the Embassy of the United States of America services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION TITLE AND DATE

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
- 52.237-1 SITE VISIT (APR 1984) – (Pre-Proposal Conference)

The pre-proposal conference will be held on **Tuesday, September 8, 2015 at 11:00 AM at the Multipurpose Room of the Embassy of the United States of American Riyadh, Saudi Arabia.** Prospective offerors/quoters interested in attendance should contact the following individual:

Name: Contracting Officer
Email: <a href="mailto:riyadhcontracting@state.gov">riyadhcontracting@state.gov</a>
Fax Number: +966-11-488-7939

Offerors intending to participate in the pre-proposal conference shall be required to submit the following information no later than **COB Thursday, September 3, 2015** to obtain security clearance either by email or by fax. **Attendance is limited to no more than two (2) persons per company.**



1. Full name
2. Nationality
3. Date and Place of Birth
4. Clear copies of the residence permit, ID or Iqama, etc.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the Ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the Ombudsman will maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Debra L. Smoker-Ali** at **telephone 0966-11-488-3800 and fax 0966-11-488-7939**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510

#### SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## **SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS**

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;



- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
  - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government



contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are

current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

\_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41CFR parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.



(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are

defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

_____
_____
_____

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No. Country of Origin**


[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No. Country of Origin**


[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No. Country of Origin**


[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no



offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>
<hr/>	<hr/>

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and



(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does or does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.



(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sbn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and



(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

*(Do not use a "doing business as" name)*

Is the immediate owner owned or controlled by another entity: o Yes or o No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

*(Do not use a "doing business as" name)*

(End of provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision(s) is/are provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

**[Proposal Note:** If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act (DBA) insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES  
(JUNE 2006)

- (a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country Kingdom of Saudi Arabia –

- ☐ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED.

(End of provision)

**652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID  
DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY  
FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)**

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

Attachment 1 – Combined List of Holidays



# STAFF NOTICE

US MISSION SAUDI ARABIA

14-104	2015 Designation of Holidays – Mission Saudi Arabia	12/03/2014
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The following days are designated as official holidays to be observed by the Embassy Riyadh and the Consulates in Jeddah and Dhahran for the calendar year 2015.

<u>DATE</u>	<u>DAY</u>	<u>U.S. HOLIDAYS</u>	<u>SAUDI HOLIDAYS</u>
Jan 1, 2015	Thursday	New Year's Day	
Jan 18, 2015	Sunday	Martin Luther King, Jr.'s Birthday	
Feb 15, 2015	Sunday	Washington's Birthday	
May 24, 2015	Sunday	Memorial Day	
Jul 5, 2015	Sunday	Independence Day	
Jul 19-23, 2015	Sun-Thurs		**Eid-al-Fitr/Ramadan
Sep 6, 2015	Sunday	Labor Day	
Sep 22-28, 2015	Tues-Mon		**Eid-al-Adha/Saudi National Day
Oct 11, 2015	Sunday	Columbus Day	
Nov 11, 2015	Wednesday	Veterans Day	
Nov 26, 2015	Thursday	Thanksgiving Day	
Dec 24, 2015	Thursday	Christmas Day	

\*\*These local holidays are governed by the lunar calendar; exact dates shall be confirmed by the Saudi Authorities on a later date and are subject to change.



Attachment 2 – Female and Disabled Employees Home Route

# FSN LADIES LOCATION

SHUTTLE	GROUPS		LOCATION
FIRST TRIP			
1	Emp 1	06:45	Al- Khaleej Area-Khuris Road
	Emp 2	07:15	Dhabab Street(behind Mama Noura)
	Emp 3	07:45	Jabeir(Khatila) Street, Ma'ather District
	Arrival	08:00 - 08:05	
	Departure -	17:00	
FIRST TRIP			
2	Emp 4	07:20	Al Daery Road, Hai Al Moroge
	Emp 5	07:30	Hisham Ibn Abdel Malik, King Fahad District
	Emp 6	07:35	Prince Naif Street, King Fahad Dist.
	Emp 7	07:30	
	Emp 8	07:32	Prince Nayef Street, King Fahad District (Near Al-Owais Market)
	Emp 9	07:45	Abi Firas Al Hamadani, Al Raed Area
	Arrival –	08:00 – 08:05	
	Departure -	17:00	
FIRST TRIP			
3	Emp 10	06:00	King Abdullah Quarter
	Emp 11	06:00	Wadi Al-Rimmah, Rayyan Area
	Emp 12	06:25	Al-Nahdha Street, Al-Rabwa District
	Arrival –	07:00 - 07:05	
	Departure -	16:00	
SECOND TRIP			
4	Emp 13	07:20	Al Bustan Compound, Al Arid Area
	Arrival –	08:00 - 08:05	
	Departure -	17:00	
FIRST TRIP			
5	Emp 14	06:15	King Fahad District
	Emp 15	06:25	Al Zahoor Street
	Arrival -	07:00 - 07:05	



	Departure – 16:00	
<b>SECOND TRIP</b>		
6	Emp 16 07:25	Ajyad Street, Olaya
	Emp 17 07:30	Suleimania
	Emp 18 07:35	Akaria Compound - Olaya
	Arrival – 08:00 - 08:05	
	Departure- 1700	
<b>FIRST TRIP</b>		
7	Emp 19 06:30	Alwizarat District
	Emp 20 06:35	Ma'ather District
	Arrival 07:00 – 07:05	
	Departure- 16:00	
<b>SECOND TRIP</b>		
8	Emp 21 07:30	Alrafeaa District
	Emp 22 07:35	Al Seif Street, Al Rafi'ah District
	Arrival - 8:00- 08:05	
	Departure 1700	
<b>FIRST TRIP</b>		
9	Emp 23 06:40	Khalidiya Area
	Emp 24 07:25	Al Ahsa Street, Malaz
	Emp 25 07:30	Musaab Al Omair Street, Malaz
	Arrival - 08:00 - 08:05	
	Departure 17:00	
<b>SECOND TRIP</b>		
10	Emp 26 08:35	Abi Firas Al Hamadani, Al Raed Area
	Arrival - 09:00 - 18:00	
<b>FIRST TRIP</b>		
11	Emp 27 06:40	Dhabab Street(behind Mama Noura)
	Arrival 07:00 - 07:05	
	Departure - 16:00	
<b>SECOND TRIP</b>		
12	Emp 28 07:30	Tamim Ibn Bishr Street, Malaz
	Emp 29 07:40	Dhabab Street
	Arrival - 0800 - 08:05	
	Departure - 17:00	

FIRST TRIP		
13	Emp 30      07:30	Prince Sultan Bin Salman Street, Olaya
	Emp 31      07:35	Suwayd Ibn Harithan Street, Heten District, Exit 2
	Arrival      08:00 - 08:05	
	Departure -   17:00	
FIRST TRIP		
14	Emp 32      7:25	Wadi Leban
	Arrival      08:00 - 08:05	
	Departure -   17:00	

<b>TOTAL</b>	<b>32 Ladies</b>
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### Attachment 3

## GENERAL ORDERS

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#### 1 General

The Contractor shall perform shuttle services in accordance with the Embassy calendar (Attachments 1), from Sunday through Thursday, from the female employee's residences (Attachment 2).

##### 1.1 General Orders to Drivers

- Safety: Drivers under this contract shall be conscious of the fact that they are chauffeuring female employees. Drivers shall drive cautiously within the speed limit and respect safety rules such as coming to a complete stop when picking the employee's up or dropping them off.
- Drivers are absolutely prohibited from transporting unauthorized people together with employees on the shuttle, unless authorized in writing by the Contracting Officer or COR.
- Drivers are absolutely prohibited to stop with employees on the shuttle at any place not established in routes of the contract (for example, gas stations, stores, etc., even if requested by the students).
- When picking up the employee's, drivers shall wait for a period no longer than five (5) minutes at each address.

##### 1.2 General Orders to Dispatchers

- Dispatchers are responsible for reminding and updating the drivers about the routes, providing assistance to the employee's, and assuring that employee's arrive safe and on time to their final destination.
- Dispatchers shall complete and sign a daily log recording when each employee gets on and off the shuttle for each ride of the day. The completed logs shall be provided to either the COR or Contracting Officer on the first week of every month and shall be placed in on the Contractor's file.
- Dispatchers shall ensure the shuttle waits up to, but no longer than five (5) minutes at each address. However, if this turns into a recurring delay at the same address, a Shuttle Report shall be completed and forwarded to the COR.
- Dispatchers shall fill out a Discipline Report whenever an employee is disruptive or insists on not following the dispatcher's instructions. These reports shall be forwarded to the COR who will be responsible to inform the employee about the misbehavior.

- Dispatchers shall complete a "Shuttle Report" every time an outstanding occurrence takes place (such as, vehicle breakdowns, late arrivals to Embassy, problems with the employee's, etc.).
- Dispatchers shall explain established shuttle riding policies to all passengers in order to ensure a pleasant and safe ride for everyone.
- If during the performance of services there is an incident (for example, an incident may be defined as a vehicle breakdown resulting in a late arrival, or if an employee is injured), Dispatchers must immediately communicate to the Contractor all incident details and instruct the Contractor to contact the COR with this information.
- Dispatchers shall carry a working cell phone with them at all times during the performance of services for the purpose of keeping the Contractor informed of any incidents which may occur. Dispatchers are responsible to ensure that their cell phone is charged and ready for use. In some cases, the use of a radio may be authorized as an approved method of communication, if approved by the COR or Contracting Officer.
- Dispatchers shall ensure before the shuttle departs any designated stop that each employee either (1) enters their residence, or (2) is met at their final destination by a responsible party.
- Dispatchers shall also follow the "Guidelines for Dispatchers"

### 1.3 Guidelines for Employees

The COR will provide the following Guidelines to all employees using the shuttle services performed under this contract.